

(1) MADE IN ACCORDANCE WITH PRIOR NEGOTIATIONS IN THE COURSE OF A VISIT BY THE CONSUMER TO A MERCHANT OPERATING A RETAIL BUSINESS ESTABLISHMENT WHICH HAS A FIXED PERMANENT LOCATION AND WHERE CONSUMER GOODS ARE DISPLAYED OR OFFERED FOR SALE ON A CONTINUING BASIS;

(2) IN WHICH THE PERSON MAKING THE SOLICITATION OR THE BUSINESS ENTERPRISE FOR WHICH THE PERSON IS CALLING:

(I) HAS MADE A PREVIOUS SALE TO THE CONSUMER;
OR

(II) HAS A PREEXISTING BUSINESS RELATIONSHIP WITH THE CONSUMER;

(3) WHICH IS COVERED BY THE PROVISIONS OF SUBTITLE 3 OF THIS TITLE;

(4) IN WHICH:

(I) THE CONSUMER MAY OBTAIN A FULL REFUND FOR THE RETURN OF UNDAMAGED AND UNUSED GOODS TO THE SELLER WITHIN 7 DAYS OF RECEIPT BY THE CONSUMER; AND

(II) THE SELLER WILL PROCESS THE REFUND WITHIN 30 DAYS OF RECEIPT OF THE RETURNED MERCHANDISE BY THE CONSUMER;

(5) IN WHICH THE CONSUMER PURCHASES GOODS OR SERVICES PURSUANT TO AN EXAMINATION OF A TELEVISION, RADIO, OR PRINT ADVERTISEMENT OR A SAMPLE, BROCHURE, CATALOGUE, OR OTHER MAILING MATERIAL OF THE MERCHANT THAT CONTAINS:

(I) THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE MERCHANT;

(II) A DESCRIPTION OF THE GOODS OR SERVICES BEING SOLD; AND

(III) ANY LIMITATIONS OR RESTRICTIONS THAT APPLY TO THE OFFER; OR

(6) IN WHICH THE MERCHANT IS A BONA FIDE CHARITABLE ORGANIZATION AS DEFINED IN ARTICLE 41, § 3-201 OF THE CODE.

~~14-2104-~~ 14-2103.

(A) A CONTRACT MADE PURSUANT TO A TELEPHONE SOLICITATION IS NOT VALID AND ENFORCEABLE AGAINST A CONSUMER UNLESS MADE IN COMPLIANCE WITH THIS SECTION SUBTITLE.

(B) A CONTRACT MADE PURSUANT TO A TELEPHONE SOLICITATION: